IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.269 OF 2004

AND

NOTICE OF MOTION NO.3095 OF 2004

IN

SUIT NO.3677 OF 2003

Everest Media Pvt. Ltd. ... Plaintiffs.

vs.

Numech Emballage Ltd. ... Defendants.

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Mr.Sham Diwan with B.B.Saraf i/b. Sunil & Co., for Plaintiffs.

Mr.P.S.Gidwani, for Defendants.

**CORAM: D.K.DESHMUKH,J.**

**DATED: 22nd September,2005**

**P.C.**:-

1. The learned single Judge of this Court has passed a detailed order in Notice of Motion no.269 of 2004 on 26.2.2004, dealing with all the objections raised by the defendants in relation to the appointment of the Receiver on the property described at Schedule A

to the plaint. Therefore, after having heard the learned Counsel for both the sides, I find no reason to vary or to take different view. The ad-interim order dated 26.2.2004 passed in Notice of Motion no.269 of 2004 is therefore, confirmed. By that order the Court has directed that defendants should be appointed as agent of the Receiver. The defendants however by letter dated 15.3.2004 have informed that the defendants are not willing to act as agent of the Receiver. Therefore, the plaintiffs have taken out the Notice of Motion no.3095 of 2004 for appointment of third party as agent of the Receiver. The Court has appointed the Receiver on the property and the defendants were directed to be appointed as agent of the Receiver, but the defendants are not willing to act as agent of the Receiver, therefore, there is no option but to appoint some third party as agent of the Receiver. The only objection that was raised before me is that the mortgaged property is an open ground. But in my opinion, so far as the appointment of Receiver is concerned, it makes no difference that the property is an open ground. The Receiver is therefore, directed to take steps to appoint a third party as agent of the Receiver to be in possession of the property in relation to which the Receiver has been appointed by order dated 26.2.2004. The third party shall be appointed as agent of the Receiver on usual terms and conditions including security and royalty. For the purpose of appointment of agent, the receiver shall invite bids and the highest bidder shall be

appointed as agent of the Receiver. Both the notices of motion are disposed of.

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